

Birch Telecom of the South, Inc.

Local Exchange

Birch Telecom of the South, Inc.

Local Exchange Services Tariff

This Tariff, filed with the Kentucky Public Service Commission, contains the terms and conditions applicable to local exchange telecommunication services in the Commonwealth of Kentucky by Birch Telecom of the South, Inc. (the "Company"). The Company provides exchange telecommunications services on resale and facilities-based bases. Copies of this Tariff may be inspected during normal business hours at the Company's principal place of business located at:

Birch Telecom of the South, Inc.
2020 Baltimore Avenue
Kansas City, MO 64108
(816)300-3000

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

NOV 13 2000

PURSUANT TO 807 KAR 5.011,
SECTION 2 (1)

BY: Stephan Bell
SECRETARY OF THE COMMISSION

Issue Date: April 26, 2000

Effective: May 26, 2000

David E. Scott, President
Birch Telecom of the South, Inc.
2020 Baltimore Avenue
Kansas City, MO 64108

TABLE OF CONTENTS

	<u>Sheet No.</u>	
Index.....	4	(F)
Explanation of Symbols	6	
1. Definitions.....	7	(F)

PUBLIC SERVICE COMMISSION
OF KENTUCKY
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PURSUANT TO 807 KAR 5.011,
SECTION 9 (1)

BY: Stephan D. Bell
SECRETARY OF THE COMMISSION

2. Rules and Regulations	17
2.1. Undertaking of the Company	17
2.2. Limitations of Service	17
2.3. Use of Service	18
2.4. Liability	18
2.5. Interruption of Service	21
2.6. Responsibility of the Customer	21
2.7. Responsibility of the Company	30
2.8. Restoration of Service	35
2.9. Taxes and Surcharges	35
2.10. Start of Billing	35
2.11. Service Connection and Facilities on Customer's Premises	36
2.12. Telephone Number Intercept	36
2.13. Disputes	36
3. Service Areas	37
3.1. Service Areas Defined	37
3.2. Service Areas by Rate Groups	39
4. Services	64
4.1. Exchange Access Lines	64
4.2. Reserved for Future Use	
4.3. General Exchange Services	68
4.4. Toll Services	78
4.5. Directory Services	79
4.6. Miscellaneous Services	83
4.7. Switched Access Services	89
4.8. Promotions	90

(F)

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(F)

INDEX

911 (Emergency 911 Service)	20	(D)	(F)
Advance Payments	27		
Returned Check Charge	29	(T)	
Birch Business Packages	73		
Calculation of Credit Allowance	31	(D)	
Caller ID	71		
Calling Features – Basic Business Line and Trunk	70	(D)	
Cancellation by Customer	24		
Cancellation of Credit	31		
Company Responsibility	30		
Credit Allowances	23		
Customer Responsibility	21		
Definitions and Abbreviations	7		
Deposits	27	(D)	
Directory Assistance Call Completion	81		
Directory Assistance	81		
Directory Listings	79		
Directory Services	79		
Disconnection of Service by the Company	32		
Disputes	36		
E911 Service	20		
Equal Access	35	(D)	
General Exchange Services	70	(D)	
Hunting Line Services	65		
Intercept Referral Service	86		(F)

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INDEX (continued)

Intercept, Telephone Number.....	36
Interruption of Service	21
Late Payment Charge	30
Liability	18
Limitations of Service	17
Miscellaneous Services	85
National Directory Assistance.....	84(T)
Operator Services, Toll	78
Payment and Charges for Service.....	25
Promotions	90
Provision of Equipment and Facilities	29
Restoration of Service	35
Restoration of Suspended Service	85
Rules and Regulations.....	17
Service Areas	37
Service Connection and Facilities on Customer's Premises.....	36
Special Construction	30
Start of Billing.....	35
Symbols, Explanation.....	6
Taxes and Surcharges.....	35
Toll Restriction.....	83
Toll Services.....	78
Two Point Service, Toll	78
Undertaking of the Company	17
Use of Service	18

EXPLANATION OF SYMBOLS

The following symbols shall be used in this Tariff for the purpose indicated below:

- (C) Changed rule or regulation
- (D) Discontinued rate or regulation
- (E) Correction of and error
- (F) Change in format, lettering or numbering
- (I) Increased rate
- (M) Moved text or section without change
- (N) New rate or regulation
- (P) Change in practice
- (R) Reduced rate
- (T) Change in text but no change in rate or regulation

(T)

(T)

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1. DEFINITIONS AND ABBREVIATIONS

The following terms, whether or not capitalized in this Tariff, shall have the meanings set forth below:

(D)
(D)

Auto Redial – Enables the customer to automatically redial the last outgoing telephone number. When the telephone number is busy, the Company's equipment will keep trying to call the number being redialed for a maximum of 30 minutes.

Business – When used in relation to service, means service provided in offices, stores, factories and all other places for business use.

Call Blocker – Enables the customer to block calls from preselected telephone numbers and/or the last incoming call (without knowing the number). To block specified telephone numbers, the customer builds a screening list. To block an unknown number after receiving a call, the customer enters a code to add the number to their screening list. If facilities are unavailable to provide incoming call screening via the customer's list, standard call completion will occur. Customers whose telephone numbers are blocked are directed to a Company recorded announcement.

Call Forwarding – Automatically routes incoming calls to a designated answering point selected by the subscriber, regardless of whether the user's station is idle or busy. The subscriber may change the designated answering point using the telephone key pad.

Call Forwarding-Busy Line – Automatically routes incoming calls to a pre-designated answering point when the called line is busy.

Call Forwarding-Busy Line/Don't Answer – Allows incoming calls that encounter a busy condition or are not answered after a predetermined number of rings to be automatically forwarded to a predesignated telephone number within the exchange or the Long Distance Telecommunications Network. The Call Forwarding customer is responsible for the payment of charges (e. g., tolls charges) for each call between the Call Forwarding equipped telephone line and the line to which the call is being forwarded.

Call Forwarding-Don't Answer – Automatically routes incoming calls to a pre-designated answering point when the called line is not answered after a preset number of rings.

Call Return – Enables a Customer to automatically redial the telephone number of the last incoming call. If that telephone number is busy, the Company's equipment will keep trying to call the number being redialed for a maximum of 30 minutes.

Call Transfer – Provides the capability to transfer or add a third party, using the same line.

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1. DEFINITIONS AND ABBREVIATIONS (continued)

Call Transfer Disconnect – Enables business customers to add on another line to an established call creating a three-way call. The Call Transfer Disconnect subscriber may disconnect from the three-way call and allow the other two parties to continue talking, thereby freeing their line for the purpose of originating another call. The Call Transfer Disconnect feature cannot be used to expand a calling scope and is, therefore, not available to customers subscribing to an optional flat-rate local, toll or expanded calling plan. Call Transfer Disconnect cannot be used to avoid toll charges. Call Transfer Disconnect customers are responsible for any toll or other charges associated with calls they originate.

Call Waiting – Provides the user with a burst of tone to indicate that another call is waiting. The second call can either be answered by flashing the switchhook or hanging up the phone and being rung back by the caller.

Call Waiting ID – Allows for the display of the name and/or number of a new caller when user is already talking on the telephone and receives another phone call on the customer's CPE and allows the customer to decide to answer the new incoming call or not.

Call Waiting ID Options – Allows Call Waiting ID customer to identify the name and/or number of an incoming caller when already talking on the telephone and receive another phone call on customer's CPE. The customer may decide how to handle the second caller from a menu choice known as Disposition Codes appearing on the customer's CPE as menu options.

Cancel Call Waiting – Allows a user to cancel the Call Waiting feature on a per call basis by dialing a specific two digit code.

Caller ID – Number – Identifies the 10-digit number of the calling party before the call is answered. Specialized answering equipment is required to display the calling party information. The calling party may block the display of their number by dialing a code prior to placing the call.

Caller ID – Name – Identifies the name associated with the calling number before the phone is answered. This feature requires Caller ID – Number.

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1. DEFINITIONS AND ABBREVIATIONS (continued)

Caller ID on Call Waiting – Provides calling number and calling name delivery following the Call Waiting tone.

Caller ID Blocking – Blocks the delivery of the number and name to the called party on a per call basis. Can either be “selective” or “complete.”

Calling Features – Optional telephone services allowing customers to efficiently manage the call flow generated over their exchange access lines.

Collect Call – Denotes a billing arrangement by which the charge for a call may be reversed provided the charge is accepted at the called service point. A collect call may be billed to a calling card or third party number. In the case of a telephone which is identified as Customer-Owned Pay Telephone Service, the charges must be billed to a calling card or third number, or the call may be reoriginated from the called service point.

Company, the – Birch Telecom of the South, Inc. unless the context indicates otherwise.

Commission – The Kentucky Public Service Commission, unless the context indicates otherwise.

Conference Telephone Service– The furnishing of simultaneous connection between three or more exchange access arrangements. If Long Distance Message Telecommunications rates would apply on a connection between any two of the exchange access arrangements so connected, conference service will be furnished in accordance with Section 4.6 of this Tariff.

CPE – Customer Provided Equipment.

Customer – The Person which orders or uses the service and is responsible for the payment of rates and charges and compliance with tariff regulations.

Customer Account – A customer’s record relating to the service or equipment billed to a single telephone number. Service may be all on one premises or extended to other premises as long as it is part of the main telephone system and billed to the main telephone number.

Customer Alerting Enablement – Allows residence and business lines to receive an audible alerting tone (intermittent dial tone) transmitted from the central office.

Customer Premises – One Customer Premises is all space in the same building occupied by a Customer and all space occupied by the same Customer in different buildings on the same property.

Customer Provided Equipment (CPE) – Equipment provided by the Customer.

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1. DEFINITIONS AND ABBREVIATIONS (continued)

Demarcation Point – That point of interconnection between the Company's facilities and the wiring at the Customer Premises. The Demarcation Point shall consist of wire or a jack conforming to Subpart F of Part 68 of the Federal Communications Commission's rules and regulations (a network interface).

The network interface may be located at a point other than the normal demarcation point where the network interface is already established by the presence of network equipment on the effective date of this Tariff. For multi-unit structures (e.g., apartments, college campuses, shopping centers), the structure owner shall make the final decision on whether the structure shall be treated as a multi-unit structure with one Demarcation Point per unit or, as a single unit with one Demarcation Point for the entire structure. The structure owner shall have the option of having the Demarcation Point placed at a location other than that determined by the Company, provided the structure owner pays any additional construction costs and such location is consistent with the minimum point of entry standard.

With regard to premises for any structure that is built to be mobile (e.g., mobile homes, recreational vehicles), the Company may place the Demarcation Point on a post or pole at or near the pad where such structure is intended to rest. Boat docks and similar premises may be treated by the Company as a single unit premises, with the Demarcation Point being placed on the shore.

Directory Assistance – Service whereby Customers may request assistance in determining telephone numbers when the listed name is provided.

Directory Assistance Call Completion (DACC) – Service whereby customers may request completion of local or intraLATA long distance calls to a requested number by either the Directory Assistance operator (Semi-Automated) or the Directory Assistance audio response system that provides the requested directory number (Fully Automated).

Directory Listing – The publication in the BellSouth Telecommunications, Inc. White Pages directory of information relative to the customers' telephone numbers ("the Directory"), by which telephone users are enabled to ascertain the telephone number of a desired telephone.

Additional Listings – A separate and alphabetically distinct listing for the names of anyone else living at the end user's home or, for example, partners in a business.

Additional Main Listings – A no charge listing associated with a ring master number. Additional main listings are not entitled to a free yellow page listing. (N)
(N)

Alternate Listings – A listing of an alternate telephone number to be called in case no answer is received at the primary call number.

Caption Listings – A caption is a listing set arrangement composed of a caption header and indented listings. A caption benefits the use by simplifying the appearance of the listing. (N)

Example:

Atlanta Braves Baseball Club-
General Office.....404-777-1000
Braves Clubhouse Store..404-777-1020

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MAY 16 2003

PURSUANT TO 807 KAR 5.011
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BY 
EXECUTIVE DIRECTOR

(M) Dual Name Listing moved to 2nd Revised Sheet No. 11.

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1. DEFINITIONS AND ABBREVIATIONS (continued)

Directory Listing (continued)

Cross Reference Listing- A Cross Reference Listing may be furnished when it is necessary to refer the directory user to another directory listing. (N)

Example:

Maryville Lumber.....See Drake Lumber (N)

Dual Name Listings – A listing provided for two persons who reside at the same address or for a person known by two first names. (M)
(M)

Extra Lines – An extra line (consisting of five words or any fraction thereof) under the Primary Listing for the proper placement of telephone calls and not for advertising purposes or to show store hours.

Free Additional Listing- A 911 telephone number listing must be listed along with a non-emergency telephone number for emergency agencies. There is no charge for this listing. (N)

Free Foreign Listing- A foreign listing is provided free of charge if the customer is close to the border of another local calling area. Whether or not a foreign listing is to be free of charge is determined by BST. (N)

Foreign Listings – Allows the Customer to have a Directory listing outside of his/her local area. (D)

Nonlisted Service – A listing, at the customer's request, is omitted from the Directory, but appears on Directory Assistance records.

Nonpublished Exchange Service – A listing, at the customer's request, is omitted from the Directory but appears on Directory Assistance with NP instead of the telephone number.

Optional Calling Plan Listing- A subscriber of a two-way or inward Optional Calling Plan may be furnished a foreign listing with the text of "no charge for calls direct dialed to this number from (name of exchange)". (N)
(N)

Primary Listing – One listing, termed the Primary Listing, is provided without charge. One copy of the telephone directory for the service area in which Customer is a subscriber will be delivered to Customer within 10 days after service is installed. (N)
(N)

Regular Extra Listings – A listing for the same address and phone number as, and in addition to, the Primary Listing in the Directory.

(D)

PUBLIC SERVICE COMMISSION
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MAY 16 2003

(M) Dual Name Listing previously located on Original Sheet No. 10

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BY Effective: May 16, 2003
EXECUTIVE DIRECTOR

1. DEFINITIONS AND ABBREVIATIONS (continued)

Directory Listing (continued)

Stylist Service Listing- Where available, a subscriber may request to have the assigned telephone number listed in the directory using upper case alpha characters and/or numeric characters in lieu of standard numeric characters. Stylist service is not exclusive to any single subscriber. The letters "Q" and "Z" are not available nor may the "#" or "*" symbols be used. The digits "0" or "1" may not be used to represent the letters "O" or "I" in a Stylist service listing. (N)

Example:

Simmons, Shawn 297-Home

Telephone Answering Service Listing- A client of a telephone answering service may list the telephone number of the answering service with his name, or business name.

Titles and Suffixes- A title of address that precedes a name, such as Mrs., Rev., Capt., may be included in a residence, business or personal name listing. A professional designation or an educational, such as MD, CPA, CREA, or JP are suffixes that may be included in a residence or business personal name listing as a suffix. A maximum of 3 titles and/or suffix are allowed per each residence or business personal name listing.

There are four types of titles:

Title of Lineal Descent(JR, II, etc)

Titles of Address (Rev, Dr, etc)

Military Titles (Adm, Lt Col, etc)

Degrees/Professional Affiliation(PhD, RN, etc) (N)

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1. DEFINITIONS AND ABBREVIATIONS (continued)

Disconnection – The temporary cessation of telecommunications service.

DN – Dependent Number. See “Multi-Directory Numbers.”

Dual Tone Multi-Frequency (DTMF) – The pulse type employed by tone dial station sets.

Exchange – A telephone system which provides for service within a specified area known as the “Exchange Area.”

Exchange Access Line – A central office line which provides access to the exchange telephone network for local and long distance telephone service and includes the service, central office equipment and all outside plant facilities furnished by the Company.

Exchange Service – The furnishing of service for telephone communication within local service areas in accordance with the provisions of this Tariff.

Extended Area Service – A Local Exchange Service that is provided between two or more contiguous exchange areas.

Flat Rate Service – Exchange Service furnished for a specified sum without regard to the amount of use.

Hunting – Series – A hunting arrangement that provides for sequential hunt over members identified within the hunt group. The hunt for an idle line begins at the telephone number dialed and proceeds sequentially through the lines identified in the hunt group until an idle line is found or the last assigned number within the hunt group is reached. If an idle line is found, the hunt stops and the idle line is rung. If all lines are busy, the caller receives a busy signal.

Hunting – Circle – A hunting arrangement similar to sequential hunting except, if no idle line is found by the time the last line in the group is reached, the hunt circles back to the first line in the group and hunts up to but not including the line where the hunt started.

Hunting – Preferential – Some or all of the lines in a hunt group may have an associated preferential hunt list. This hunt list permits a pre-hunt over a subset or preferential group of lines before hunting through the multiline hunt group.

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1. DEFINITIONS AND ABBREVIATIONS (continued)

Individual (1-Party) Line Service – A grade of Exchange Service which provides for a maximum of one main station on a line.

Intercept Referral Service-Basic – Used when a customer disconnects service or changes his telephone number. Calls to the intercepted telephone number are referred to an operator or a recorded message. The caller is provided with information such as a new telephone number and/or name and/or address. This service is provided to residential customers for a minimum of 30 days, while capacity on facilities exists.

Intercept Referral Service-Special – Same as Intercept Referral Service – Basic, plus it provides additional information to the caller.

Intercom Calling – Enables single line customers to set up internal communications (intercom) between multiple telephone extensions. The customer establishes intercom calls by dialing a code and hanging up the telephone handset. The code activates distinctive ringing to alert intercom users of an intercom call. Three-Way Calling is necessary for the operation of Intercom Calling. This feature is obsolete except for existing customers at existing locations.

Interexchange Channel – That portion of a channel which interconnects exchanges in which the stations are located.

LATA – Local Access and Transport Area (LATA) denotes a geographic area established for the administration of telecommunications service. It encompasses designated local operating Company exchanges which are grouped to serve common social, economic and miscellaneous purposes.

Local Messages – A local message is a telephone conversation of any prescribed length between two telephone stations. It is the measurement upon which the charges for telephone communications are based when the calling station and the station to which communications is established are both within the same local service area.

Local Service Area – That area within which a Customer can make telephone calls at exchange rates.

Multi-Directory Numbers – Allows customers to establish up to three telephone numbers on the same access line. Each number is assigned a distinctive ring. The billing telephone number is the “master” number and has a standard ring. The other number(s) are dependent numbers and are assigned individual distinctive rings.

Multiline Hunt Group – Rotary (hunting) service provided in Electronic Switching System (ESS) offices where a standard seven-digit number is assigned only to the first line in a customer’s number group. Subsequent lines are designated by using two-, three- or four-digit numbers dependent on the type of ESS office. The Company reserves the right to determine when Multiline Hunt Group numbers are assigned.

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1. DEFINITIONS AND ABBREVIATIONS (continued)

(D)
|
(D)Operator Services

Non-Automated – Where the person originating the call dials zero or a special access number (e. g., an 800/888 number), and the operator dials the number and collects billing information for completion of the call.

Semi-Automated – Where the personal originating the call dials zero or a special access number (e. g., an 800/888 number), (or 1+ calls from pay telephones), then dials the desired telephone number, and the operator collects billing information for completion of the call.

Fully Automated – Fully automated service is where the person originating the call dials zero or a special access number (e.g., an 800/888 number), then dials the desired telephone number, and then dials the service selection codes as instructed by the automated billing equipment, and the call is completed without the assistance of an operator.

Person – An individual, corporation, limited liability company, partnership, or any other entity.

Priority Call – Provides the customer with a distinctive ring or Call Waiting tone (if the customer has subscribed to Call Waiting), when the customer is called from preselected telephone numbers. The customer can construct or modify the telephone number screening list by dialing a unique code. The Company's equipment will screen incoming calls against the screening list and provide a distinctive ring for telephone numbers on the list.

Remote Call Forwarding – A service whereby calls placed to a telephone number are automatically forwarded by central office equipment to another number designated by the end user. The Remote Call Forwarding number may be either a different exchange (remote) or another central office area within the same exchange (local). Additional paths may be provided to handle multiple calls to the Remote Call Forwarding number as long as there are at least an equal number of lines at the terminating end. Any toll portions of calls are billed to the Customer.

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1. DEFINITIONS AND ABBREVIATIONS (continued)

Remote Access to Call Forwarding – Allows the user to activate and/or deactivate the Call Forwarding feature from any remote location, using a Touch-tone phone.

Residence or Residential – When used in relation to service, means service provided in private residence for personal non-business use.

Selective Call Forwarding – Enables the customer to forward incoming calls from preselected telephone numbers to another telephone number. The customer can construct or modify a telephone number screening list by dialing an activation code. The Company equipment will screen incoming calls against the customer's list and forward only those telephone numbers on the list.

Sent-Paid – Denotes a billing arrangement whereby a call is charged to the service point originating the call.

Series Completion – Telephone numbers assigned in a rotary (hunting) number group where each number assigned is a standard seven-digit number. The Company reserves the right to determine when series completion numbers are assigned.

Simultaneous Call Forwarding – Provides the customer that also subscribes to an appropriate call forwarding service with the ability to forward multiple incoming calls simultaneously to another telephone number designated by the customer. The line/trunks at the Simultaneous Call Forwarding customer's terminating location must equal or exceed the aggregated number of potential originating calls from all customer locations. The Simultaneous Call Forwarding customer is responsible for the payment of charges (e. g., toll charges) for each call between the Simultaneous Call Forwarding equipped telephone and the line to which the call is being forwarded. This service cannot be used to avoid toll.

Speed Calling – Allows a subscriber to establish a speed calling list, which associates telephone numbers with a unique q-digit and/or 2-digit speed calling code. Initial entry and changes to the speed calling list are directly input from the associated subscriber line. This feature is available as an eight code list or a thirty code list. Code lists may include local and/or toll telephone numbers.

Station – Telephone equipment from or to which calls are placed.

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1. DEFINITIONS AND ABBREVIATIONS (continued)

Three-Way Calling – Allows a station in the talking state to add a third party to the call. This feature may be used on both incoming and outgoing calls.

Toll Restriction – Allows the customer to establish, on a per line basis, call restrictions by the calling party.

Trunk – A commercial channel between two switching (i.e., Central Office, PBX) systems.

Termination – The permanent cessation of telecommunications service.

Two-Point Service, Person-to-Person – That service where the person originating the call specifies to the Company operator a particular person, department or office to be reached.

Two-Point Service, Station-to-Station – That service where the person originating the call dials the telephone number desired or gives to the Company operator the telephone number of the desired service point, or gives only the name and address under which the number of the service point is listed, and does not specify a particular person, department or office to be reached.

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2. RULES AND REGULATIONS

2.1 Undertaking of the Company

- 2.1.1 The Company undertakes to furnish telecommunications service pursuant to the terms of this Tariff in connection with one-way and/or two-way information transmission between points within a calling scope in portions of the Commonwealth of Kentucky, as specified herein.
- 2.1.2 The furnishing of service under this Tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities as well as facilities the Company may obtain from other carriers to furnish service from time to time as required at the sole discretion of the Company.
- 2.1.3 The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities, offered by the Company, when necessary because of lack of facilities, or due to some other cause beyond the Company's control.
- 2.1.4 The Company may undertake service-affecting activities that may occur in normal operation of the Company's business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventive maintenance. Generally, such activities are not specific to an individual Customer but affect many Customers' services. No specific advance notification period is applicable to all service activities. With some emergency or unplanned service-affecting conditions, such as an outage resulting from wiring or equipment damage, notification to the Customer may not be possible.
- 2.1.5 Customers may be required to enter into written service orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this Tariff. Customers will also be required to execute any other documents as may be reasonably requested by the Company.
- 2.1.6 Applications for initial or additional service made verbally or in writing become a contract upon the establishment of the service or facility.

2.2 Limitations of Service

- 2.2.1 The Company offers service to all Persons who desire to purchase service from the Company consistent with all provisions of this Tariff. Persons interested in the Company's services shall submit information to the Company which fully satisfies the Company and identifies the services requested.
- 2.2.2 Service is offered subject to the availability of the necessary facilities and equipment, necessary arrangements with other carriers and billing capabilities, and is subject to the provisions of this Tariff. The Company reserves the right not to provide service to or from a location where legally prohibited.

PUBLIC SERVICE COMMISSION
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EFFECTIVE

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PURSUANT TO 807 KAR 0011,
SECTION 9 (1)
BY Stephan Bue
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David E. Scott, President
Birch Telecom of the South, Inc.
2020 Baltimore Avenue
Kansas City, MO 64108

2. RULES AND REGULATIONS (continued)

2.2 Limitations of Service (continued)

2.2.3 The Company reserves the right to discontinue furnishing service when necessitated by conditions beyond its control, or when the Customer is using the service in violation of any provision in this Tariff, the rules and regulations of the Commission, or the law.

2.2.4 Title to all facilities provided by the Company under this Tariff remains with the Company. Prior written permission from the Company is required before any assignment or transfer. All regulations and conditions contained in this Tariff shall apply to all such permitted assignees or transferees, as well as all conditions for service.

2.3 Use of Service

2.3.1 Permitted Uses

Service may not be used for any unlawful purposes, or for any purpose for which any payment or other compensation is received by the Customer, except when the Customer is a duly authorized and regulated common carrier.

2.3.2 Minimum Service Period

The minimum period of service is one month (30 days), unless otherwise stated in this Tariff.

2.3.3 Fixed Service Period

If Customer and the Company have agreed to a specified term of service under any service order, then following expiration of the initial term of service, or any extension thereof, service shall continue on a month-to-month basis at the then current rates unless terminated by either party upon 30 days' written notice.

2.3.4 Termination

Any termination shall not relieve Customer of its obligation to pay any charges incurred under this Tariff or in any service order prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the service order shall survive such termination.

2.4 Liability

The liability of the Company for any claim or loss, expense or damage, due to any interruption, delay, error, omission, or defect in any service, facility, or transmission provided under this Tariff or any service order shall not exceed the amount of the credit allowance described in Section 2.6 herein. The extension of credit allowances as described in Section 2.6 shall be the sole remedy of Customer and sole liability of the Company for any interruption, delay, error, omission, or defect in any service, facility, or transmission provided under this Tariff or any service order. In no event will the Company be liable for any direct, indirect, consequential, incidental, exemplary, punitive, or special damages, or for any lost business, goodwill, income or profits, even if advised of the possibility of the same.

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BY: Stephan D. Bell
SECRETARY OF THE COMMISSION

2. RULES AND REGULATIONS (continued)

2.4 Liability (continued)

- 2.4.2 The Company shall not be liable for any claim or loss, expense, or damage for any interruption, delay, error, omission, or other defect in service, facility, or transmission provided under this Tariff or any service order, if caused by or resulting from: any person or entity other than the Company; any malfunction of any service or facility provided by any Person other than the Company; labor difficulties; fire, flood, earthquake, or any other act of God; explosion; war; riot or civil disturbance; any law, order, regulation, direction, action or request of any federal, state or local government or any department, agency, commission, bureau, or other instrumentality of federal, state or local government; or by any other cause beyond the Company's control.
- 2.4.3 The Company shall not be liable for and shall be fully indemnified and held harmless by Customer against any claim of loss, expense, or damage, including indirect, special, or consequential damage for:
- A. Defamation, libel, slander, invasion of privacy, infringement of copyright or patent, unauthorized use of any trademark, trade name, or service mark, unfair competition, interference with or misappropriation, or violation of any contract, proprietary or creative right, or any other injury to any person, property, or entity arising from the material, data, information, or content revealed to, transmitted, processed, handled, or used by the Company under this Tariff;
 - B. Connecting, combining, or adapting the Company's facilities with Customer's apparatus or systems;
 - C. Any loss, destruction or damage to property of the Company, the Customer, or any third party, or the death or injury to persons, including, but not limited to, employees or invitees of either party, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer, its employees, agents, representatives, family members or invitees;
 - D. Any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of the Company or any third party, arising from any act or omission by the Customer, including, without limitation, use of the Company's services and facilities in a manner not contemplated by this Tariff or any agreement between the Customer and the Company; or
 - E. Any personal injury or death of any person or for any loss of or damage to Customer Premises or any other property, whether owned by Customer or others, caused directly or indirectly by the installation, maintenance, location, condition, operation, failure, presence, use, or removal of equipment or wiring provided by the Company, if not caused by gross negligence of the Company.

PUBLIC SERVICE COMMISSION
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2. RULES AND REGULATIONS (continued)

2.4 Liability (continued)

- 2.4.4 Emergency 911 Service (E911) is offered solely as an aid in handling assistance calls in connection with fire, police and other emergencies. The Company is not responsible for any losses, claims, demands, suits or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party or person for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused by: (1) mistakes, omissions, interruptions, delays, errors or other defects in the provision of this service, or (2) installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of any equipment and facilities furnishing this service.

The Company is not responsible for any infringement or invasion of the right of privacy of any person or persons, caused directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of Emergency 911 Service features and the equipment associated therewith, or by any services furnished by the Company including, but not limited to, the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing Emergency 911 Service, and which arise out of the negligence or other wrongful act of the Company, the Customer, its users, agencies or municipalities, or the employees or agencies of any one of them.

When a Customer with a nonpublished telephone number places a call to the Emergency 911 Service, the Company will release the name and address of the calling party, where such information can be determined, to the appropriate local governmental authority. By subscribing to service under this Tariff, Customer acknowledges and agrees with the release of information as described above.

The Company will supply subscriber information to update the Emergency 911 Service database at the time the Company submits subscriber orders for basic local exchange telecommunications service to Southwestern Bell Telephone Company.

At the time the Company provides basic local service to a customer by means of the Company's own cable pair, or over any other exclusively owned facility, the Company will be obligated to make the necessary equipment or facility additions in the 911 service provider's equipment in order to properly update the database for 911. At that time, the Company will be obligated to provide facilities to route calls from the end users to the proper PSAP.

The Company recognizes the authority of the E911 customer to establish service specifications and grant final approval or denial of service configurations offered by the Company.

The Company will collect 911 surcharges and remit all surcharge revenue to the appropriate governmental.

- 2.4.5 No agent or employee of any other carrier shall be deemed to be an agent or employee of the Company.

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2. RULES AND REGULATIONS (continued)

2.4 Liability (continued)

(F)

2.4.6 THE COMPANY MAKES NO WARRANTY REGARDING THE PROVISION OF SERVICE PURSUANT TO THIS TARIFF, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

2.5 Interruption of Service

Customer will be entitled to a credit allowance for an interruption of service which is not caused by or does not result from the negligence or act of Customer or to the failure of channels, equipment, power supplies, and/or communications systems provided by Customer or Persons other than the Company. A credit allowance is subject to the provisions of this section and the other sections of this Tariff, including, but not limited to, the general liability provisions set forth in Section 2.4 herein and the terms of Section 2.6 herein. Customer is obligated to notify the Company immediately of any interruption in service for which the Customer desires a credit allowance. Before giving such notice, Customer shall ascertain that the interruption is not being caused by any action or omission of Customer within his or her control, or is not in wiring on Customer's side of the Demarcation Point or equipment, power supplies, or communications systems, if any, furnished by Customer or Persons other than the Company.

2.6 Responsibility of the Customer

2.6.1 All Customers assume general responsibilities in connection with the provisions and use of the Company's service. When facilities, equipment, and/or communications systems provided by others are connected to the Company's facilities, Customer assumes additional responsibilities. Customers are responsible for:

- A. Placing orders for service; paying all appropriate charges for service rendered by the Company; complying with the Company's regulations governing the service; and assuring that its users comply with regulations.
- B. Providing:
 - 1. the name(s) and address(es) of the person(s) responsible for the payment of service charges; and
 - 2. the name(s), telephone number(s), and address(es) of the Customer contact person(s).
- C. Paying the Company for the replacement or repair of the Company's equipment when the damage results from:
 - 1. the negligence or willful act of Customer or user;
 - 2. improper use of service; or
 - 3. any use of equipment or service provided by others.

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2. RULES AND REGULATIONS (continued)

2.6 Responsibility of the Customer (continued)

2.6.1 (continued)

- D. Providing at no charge, as specified from time to time by the Company, any needed personnel, equipment, space and power to operate the Company's facilities and equipment installed on the Customer Premises, and the level of heating and air conditioning necessary to maintain a proper operating environment on such premises.
- E. Obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of and associated equipment used to provide services to the Customer from the cable building entrance or property line to the location of the equipment space described above. Any costs associated with the obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company provided facilities, shall be borne entirely by, or may be charged by, the Company to the Customer.
- F. Providing the Company's authorized employees, contractors, or agents access to the Customer's premises at all reasonable hours for any purpose reasonably pertinent to furnishing of telephone service.
- G. Complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to the location of the Company's facilities and equipment in any Customer Premises or the rights-of-way for which the Customer is responsible under this section; and granting or obtaining permission for the Company's employees, contractors, or agents to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or, upon termination service as stated herein, removing the facilities or equipment of the Company, and not creating or allowing to be placed any liens or other encumbrances on the Company's equipment or facilities;
- H. A Customer who subscribes to the Company's Exchange Service and resells these services to others shall be responsible for complying with all laws and regulations of the Commonwealth of Kentucky, which relate in any way to its provision of local telephone service, including, but not limited to, laws and regulations regarding consumer protection, billing and collection practices, tariffing obligations, and payment of applicable taxes. The Company has no obligation to provide notice to, or otherwise communicate with, Customers regarding local telephone service provided by another carrier.
- I. Providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which the Company's employees, contractors, or agents shall be installing or maintaining the Company's facilities and equipment.

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2. RULES AND REGULATIONS (continued)

2.6 Responsibility of the Customer (continued)

2.6.2 Availability of Service for Maintenance, Testing, and Adjustment

Upon reasonable notice, the facilities provided by the Company shall be made available to the Company for such tests and adjustments as may be necessary to maintain them in satisfactory condition. No interruption allowance will be granted for the time during which such tests and adjustments are made.

2.6.3 Credit Allowances

- A. Credit for failure of service or equipment will be allowed only when failure is caused by or occurs in facilities or equipment owned, provided and billed for, by the Company.
- B. Credit allowances for failure of service or equipment starts when Customer notifies the Company of the failure or when the Company becomes aware of the failure and ceases when the operation has been restored and an attempt has been made to notify Customer.
- C. Customer shall notify the Company of failures of service or equipment and make reasonable attempts to ascertain that the failure is not caused by Customer Provided Equipment, any act or omission of the Customer, or in wiring or equipment located on the Customer's side of the Demarcation Point.
- D. Only those portions of the service or equipment disabled will be credited. No credit allowances will be made for:
 - 1. interruptions of service resulting from the Company performing routine maintenance;
 - 2. interruptions of service for implementation of a Customer order for a change in the service;
 - 3. interruptions caused by the negligence or willful act of omission of Customer or its authorized user; or
 - 4. interruptions of service because of the failure of service or equipment provided by Customer, authorized user, or other carriers.

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2. RULES AND REGULATIONS (continued)

2.6 Responsibility of the Customer (continued)

2.6.3 Credit Allowances (continued)

E. Credit Allowance – Directory

For errors or omissions in listings in alphabetical telephone directories and information records furnished without additional charge, the Company shall have no liability.

Subject to the provision of Section 2.4 of this Tariff, the Company shall allow, for errors or omissions in alphabetical telephone directories (excluding the use of bold face type), or in information records, an amount within the following limits:

1. For listings in alphabetical telephone directories furnished at additional charge, as set forth herein, an amount not in excess of the charge for that listing during the effective life of the directory in which the error or omission occurred.
2. For listings in the information records furnished at additional charge, as set forth herein, an amount not in excess of the charge for the listing during the period of omission or error.

2.6.4 Cancellation by Customer

- A. Customer may cancel service any time after meeting the minimum service period. Termination charges will apply if Customer cancels prior to the expiration of a one-year or other fixed term service contract. Such termination charge will be equal to one month's usage as projected in the Company's proposal for service, or the actual average monthly usage to date, whichever is higher, plus the monthly account charge for the remainder of the contract period.
- B. If Customer orders service requiring special facilities dedicated to the Customer's use and then cancels the order before the service begins, or before completion of the minimum service period, or before completion of some other period mutually agreed upon by Customer and the Company, a charge will be made to Customer for the nonrecoverable portions of expenditures or liabilities incurred expressly on behalf of Customer by the Company and not fully reimbursed by installation and monthly charges. If based on the order, any construction has either begun or been completed, but no service provided, the nonrecoverable cost of such construction shall be borne by Customer.

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2. RULES AND REGULATIONS (continued)

2.6 Responsibility of the Customer (continued)

2.6.5 Payment and Charges for Service

- A. Charges for service are applied on recurring and nonrecurring bases. Service is billed on a monthly basis on or about the same day each month. Service continues to be provided until canceled by Customer or by the Company in accordance with provisions of this Tariff.
- B. Payment will be due pursuant to applicable Commission rules. The Company includes its name and its toll-free telephone number on all invoices.
- C. The Customer is responsible for payment of all charges for service furnished to the Customer, including, but not limited to all calls originated at the Customer's number(s); received at the Customer's number(s), e.g., collect, 800; billed to the Customer's number(s) via third-party billing; incurred at the specific request of the Customer; or placed using a calling card issued to the Customer. Charges based on actual usage during a month will be billed monthly in arrears. All fixed monthly and nonrecurring charges for services ordered will be billed monthly in advance.
- D. Service may be denied pursuant to the Commission's rules regarding disconnection of service for nonpayment. Restoration of service will be subject to all applicable installation charges.
- E. Customer is liable for all costs associated with collecting past due charges, including all attorney's fees.

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2. RULES AND REGULATIONS (continued)

2.6 Responsibility of the Customer (continued)

2.6.5 Payment and Charges for Service (continued)

- F. Billing information provided to each customer on a monthly basis shall include but not be limited to:
1. The number of access lines for which charges are stated.
 2. Each applicable telephone number and/or account number.
 3. The beginning or ending dates of the billing period.
 4. The date the bill becomes delinquent if not paid on time.
 5. The unpaid balance (if any).
 6. The amount for basic service and an itemization of the amount due for toll service, if applicable, including the date and duration of each toll call.
 7. An itemization of the amount due for taxes, franchise fees, 911 surcharges, universal service fund charge, local number portability charge, end user common line charges, primary interexchange carrier charges and other surcharges as may be necessary and appropriate, including any of the foregoing charges passed through to the Company by Bell South Telecommunications, Inc.
 8. The total amount due.
 9. If applicable, the amount of a deposit and interest accrued on a deposit which has been credited to the charges stated.
 10. A telephone number where inquiries may be made.
 11. If a deposit is held by the company.
 12. Optional services may be billed as a total of all optional services for which a flat monthly charge is made.
 13. Credit for service outages will also be reflected.
- G. During the first billing period in which a residential customer receives service, the Company provides each customer an insert or other written notice which contains an itemized account of the charges for the equipment and service for which the customer has contracted.
- H. If notice of a dispute as to charges is not received in writing, in person or via telephone message by the Company within 30 days after billing is received by the Customer, the invoice shall be considered correct and binding on the Customer, unless extraordinary circumstances are demonstrated. Any disputed charges that cannot be resolved between Customer and the Company may be forwarded to the Commission's Consumer Services Division.

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2. RULES AND REGULATIONS (continued)

2.6 Responsibility of the Customer (continued)

2.6.6 Advance Payments and Deposits

A. Advance Payments

The Company may require a Customer or applicant for service to make an advance payment (1) if the applicant is unable to establish that he had a previous account with a telephone utility for a period of at least 12 months for which all undisputed charges were satisfactorily paid, or (2) if the applicant has had no previous telephone service or has had previous telephone service of less than 12 months, the applicant's credit record will be accessed and evaluated by means of a mechanized retrieval system between the Company and nationally recognized credit bureaus. No security payment will be required of those applicants who meet the Company's criteria, as evaluated by the scoring model. The criteria used in assessing a score is as follows: collection judgments, written-off accounts, outstanding collection accounts, various degrees of delinquency history from 30-180 days and not paid in full or current at the time of scoring, bankruptcies, liens, other public records. The advance payment will not exceed an amount equal to all nonrecurring charges and two month's estimated recurring charges, as a condition of continued or new service. In addition, where special construction is involved, the advance payment may also include an amount equal to the estimated nonrecurring charges for the special construction and two month's estimated recurring charges. The advance payment will be credited to the Customer's initial bill and, to the extent that a credit balance remains after the amount of the initial bill has been satisfied, then the credit balance will be applied to subsequent bills in the same manner until there is no balance remaining on the advance payment.

B. Deposits

The Company reserves the right to examine the credit record of all service applicants as stated above and require a security deposit, not to exceed two month's estimated recurring charges, when determined to be necessary to assure future payment. The security deposit will be computed by the Company in accordance with Commission rules and regulations.

Interest will accrue on all deposits at the rate prescribed by law (KRS 278.460 establishes an rate of six percent (6%)), beginning on the date of deposit per 807 KAR 5:006, section 7(6).

Payment of the interest to the customer shall be annually if requested by the customer, or at the time the deposit is returned or credited to the customer's account. The deposit shall cease to draw interest on the date it is returned or credited to the customer's account. The deposit shall cease to draw interest after the discontinuance of service.

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2. RULES AND REGULATIONS (continued)

2.6 Responsibility of the Customer (continued)

2.6.6 Advance Payments and Deposits (continued)

B. Deposits (continued)

If Customer pays all undisputed charges for 12 consecutive billing cycles, the deposit shall be promptly refunded along with accrued interest, or credited to future charges on subsequent bills.

1. Residential Customers Requirements

No deposit will be required:

- a. If it can be verified that the residential applicant has been a customer of any telephone company in Kentucky for the same kind of service within the last two (2) years, and is not delinquent in payment of any telephone service account and during the last 12 consecutive months of service did not have more than two occasions in which a bill for telephone service was paid after becoming delinquent, did not present a dishonored check, and never had service disconnected for nonpayment, or
- b. If the residential applicant furnishes in writing a satisfactory guarantee to secure payment of bills for the service required. Guaranty contracts shall be on a form provided by the Company which shall include the Company's right to transfer charges from a defaulted bill of the guaranteed account to the account or accounts of the guarantor. Guarantors must be present Company customers and must be acceptable as guarantors to the Company.

2. Business Customers Requirements

If the credit of an applicant for Business Service has not been established satisfactorily to the Company, the applicant may be required to make a deposit.

3. Existing Customers Requirements

A present customer may be required to post a new or additional deposit as a condition of continued service if undisputed charges have become delinquent in two out of the last 12 billing periods or if the customer has had service disconnected during the last 12 months, has presented a dishonored check or has had significant changes in toll or recurring charges.

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2. RULES AND REGULATIONS (continued)

2.6 Responsibility of the Customer (continued)

2.6.6 Advance Payments and Deposits (continued)

B. Deposits (continued)

4. Amount of Deposit or Guaranty Contract

The amount of the deposit shall not exceed an amount equal to one months' recurring charges where billed in advance, or two months' charges when billed in arrears, plus two months' toll or nonrecurring charges, determined by actual or anticipated usage.

5. Refund of Deposits or Return of Guaranty Contracts

If service is not connected, or after disconnection of service, the Company shall promptly and automatically refund the customer's deposit plus accrued interest on the balance, if any, in excess of the unpaid bills for service furnished. A transfer of service from one premises to another within the service area of the Company shall not be deemed a disconnection for application of deposits, and no additional deposit may be required unless otherwise permitted.

When the customer has paid bills for 12 consecutive months without having service disconnected for nonpayment and without having more than two occasions in which a bill was delinquent, and has not presented a dishonored check, and when the customer is not delinquent in the payment of the current bills, the Company shall promptly and automatically refund the deposit plus accrued interest in the form of a credit to the customer's bill, or void the guarantee. If the customer does not meet these refund criteria, the deposit and interest may be retained.

The deposit and interest may be retained pending the resolution of a dispute with respect to charges secured by the deposit.

2.6.7 Returned Check Charge

(T)

The Company will bill Customer a one-time charge of \$25.00 if Customer's check for payment of service is returned for insufficient or uncollected funds, closed accounts, or any other insufficiency or discrepancy necessitating return of the check at the discretion of the drawee bank or other financial institution.

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2. RULES AND REGULATIONS (continued)

2.6 Responsibility of the Customer (continued)

2.6.8 Late Payment Charge

The Company may apply a late payment charge if any portion of the Customer's payment is received by the Company after the payment due date, or if any portion of the payment is received by the Company in funds which are not immediately available upon presentment. The late payment charge shall be applied to the portion of the payment not received by the date due, multiplied by a factor. The late factor shall be 1.5% per month, but additional penalty charges shall not be assessed on unpaid penalty charges.

Collection procedures are unaffected by the application of the late payment charge. The late payment charge does not apply to final amounts.

2.7 Responsibility of the Company

2.7.1 Provision of Equipment and Facilities

- A. The Company shall use reasonable efforts to make services available to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with the regulations contained in this Tariff and applicable rules of the Commission.
- B. The Company shall use reasonable efforts to maintain facilities and equipment that it furnishes to the Customer. The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.
- C. The Company may substitute, change, or rearrange any equipment or facility at any time and from time to time, but shall not thereby materially reduce the technical parameters of the service provided to the Customer.
- D. Subject to the arrangement of the Company and to all of the regulations contained in this Tariff, special construction of facilities may be undertaken on a reasonable efforts basis at the request of the customer. Special construction is that construction undertaken and characterized by one or more of the following:
 1. Facilities requested are not presently available, and there is no other requirement for the facilities so constructed.
 2. Facilities requested are of a type other than that which the Company would normally utilize in the furnishing of its services.
 3. Facilities requested are over a route other than that which the Company would normally utilize in the furnishing of its services.

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2. RULES AND REGULATIONS (continued)

2.7 Responsibility of the Company (continued)

2.7.1 Provision of Equipment and Facilities (continued)

D. (continued)

4. Facilities requested are in a quantity greater than that which the Company would normally construct.
5. Facilities are requested on an expedited basis.
6. Facilities are requested on a temporary basis until permanent facilities are available.
7. Facilities are requested in advance of normal construction.

2.7.2 Calculation of Credit Allowance

Pursuant to limitations set forth in Section 2.6.3, when service is interrupted the credit allowance will be computed on the following basis:

- A. No credit shall be allowed for an interruption of less than twenty four hours.
- B. Customer will be credited at the proportionate monthly charge involved for each twenty-four hours or fraction thereof of interruption.

2.7.3 Cancellation of Credit

Where the Company cancels a service and the final service period is less than the monthly billing period, a credit will be issued for any amounts billed in advance, prorated at 1/30th of the monthly recurring charge for each day after the service was discontinued. This credit will be issued to Customer or applied against the balance remaining on Customer's account.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

NOV 13 2000

PURSUANT TO 807 KAR 5.011,
SECTION 9 (1)

BY Stephan O. Bell
EFFECTIVE MAY 26, 2000
SECRETARY OF THE COMMISSION

Issue Date: April 26, 2000

David E. Scott, President
Birch Telecom of the South, Inc.
2020 Baltimore Avenue
Kansas City, MO 64108

2. RULES AND REGULATIONS (continued)

2.6 Responsibility of the Company (continued)

2.7.4 Disconnection of Service by the Company

The Company may discontinue service or cancel an application for service, pursuant to applicable Commission rules, without incurring any liability for any of the following reasons:

- A. Nonpayment of a bill for regulated telecommunications services within the period, but the Company (1) mail or otherwise deliver to the Customer at least five (5) days' written notice of intent to suspend, but under no circumstances shall service be suspended before twenty (20) days after the mailing date of the original unpaid bill, and (2) disconnect no more than 15 days thereafter absent payment from Customer. (T) (N)
- B. Failure to make a security deposit, but the Company shall not terminate service to the Customer for this reason without having first made a reasonable effort to obtain Customer compliance and the Customer has been given at least ten (10) days written notice of termination;
- C. Violation of or noncompliance with any provision of law, or of the tariffs or terms and conditions of service of the telecommunications service provider filed with and approved by the Commission, but the Company shall not terminate service to the Customer for this reason without having first made a reasonable effort to obtain Customer compliance and the Customer has been given at least ten (10) days written notice of termination;
- D. Refusal to permit the telecommunications service provider reasonable access to its telecommunications facilities for recovery, maintenance, and inspection thereof, but the Company shall not terminate service to the Customer for this reason without having first made a reasonable effort to obtain Customer compliance and the Customer has been given at least ten (10) days written notice of termination.
- E. Interconnection of a device, line, or channel to telecommunications service provider facilities equipment contrary to the telecommunications service provider's terms and conditions of service on file with and approved by the Commission, but the Company shall not terminate service to the Customer for this reason without having first made a reasonable effort to obtain Customer compliance and the Customer has been given at least ten (10) days written notice of termination.
- F. Use of telephone service in such manner as to interfere with reasonable service to other end-users, but the Company shall not terminate service to the Customer for this reason without having first made a reasonable effort to obtain Customer compliance and the Customer has been given at least ten (10) days written notice of termination.

Customers shall have a minimum of 12 days from the rendition of a bill to pay the charges stated.

At least 24 hours preceding a discontinuance, the Company shall make reasonable efforts to contact the Customer to advise it of the proposed discontinuance and what steps must be taken to avoid it.

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PURSUANT TO ORDER OF THE
SECTION 4-1-1

BY

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Birch Telecom of the South, Inc.
2020 Baltimore Avenue
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2. RULES AND REGULATIONS (continued)

2.7 Responsibility of the Company (continued)

2.7.4 Disconnection of Service by the Company (continued)

Insufficient reasons for denial or disconnection of service:

- A. Nonpayment for telephone service by a previous occupant at the premises for which service is sought, or by reason of nonpayment of any amount back-billed due to misapplication of rates provided the applicant enters into a deferred payment plan. The Company shall not disconnect or suspend service without mailing or delivering a bill to the customer for the amount due.
- B. Residential service will not be disconnected for failure to pay a bill for a business service.
- C. Business service will not be disconnected for failure to pay a bill for a residential service.
- D. Service will not be withheld from a customer whose name was fraudulently used to obtain service at another location without the end user's permission or knowledge.
- E. The Company shall not deny service to a customer for nonpayment of an amount past due for more than three (3) years, if the company cannot substantiate the charges with a copy of the customer's bill.
- F. Service shall not be discontinued to a current customer in good standing who accepts an additional household member owing a previous bill to the Company, unless that additional household member is listed on the lease arrangements or another utility service as a responsible party, or unless the household member shared service with the customer at a different or same location.
- G. The Company shall not provide billing and collection for any provider of intrastate telecommunications services who does not have proper authority to operate in the Commonwealth of Kentucky.
- H. Local exchange service shall not be denied or terminated for nonpayment of non-regulated services or disputed charges.

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OF KENTUCKY
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NOV 13 2000

PURSUANT TO 807 KAR 5.011,
SECTION 9 (1)

BY: Stephan Bue
SECRETARY OF THE COMMISSION

2. RULES AND REGULATIONS (continued)

2.7 Responsibility of the Company (continued)

2.7.4 Disconnection of Service by the Company (continued)

The Company's Notice of Disconnection shall contain the following information:

The words "NOTICE OF DISCONNECTION" or words with the same meaning, in print type larger than the print type of the notice text.

The name, address and telephone number of the Customer.

A statement of the reason for the proposed disconnection and the cost (to the Customer) for reconnection.

The date on or after which service will be disconnected unless appropriate action is taken.

The telephone number in bold print of the Company where the customer may make an inquiry.

A statement that the customer must contact the Company regarding the disconnection, prior to contacting the Commission's Consumer Services Division.

The address and telephone number of the Commission's Consumer Services Division, in print size which is smaller than the print size used for the Company's telephone number

The services that are being disconnected, whether local and/or toll, and if the service to be disconnected is local service, a statement that the customer must also contact their IXC if such customer wishes to terminate such service in order to avoid incurring additional charges for such service.

The following additional information shall be in the notice unless said information can be obtained in the telephone directory and the notice refers the customer to the location in the directory where the information can be obtained:

- A. A statement of how a customer may avoid the disconnection of service, including a statement that the customer must notify the Company on the day of payment as to the place and method of such payment when the bill is paid at a place other than the office of the Company.
- B. A statement that informs the customer where payments may be made or how to obtain a listing of authorized payment agencies.

PUBLIC SERVICE COMMISSION
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BY: Stephan B. Bell
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David E. Scott, President
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2. RULES AND REGULATIONS (continued)

2.7 Responsibility of the Company (continued)

2.7.5 Equal Access

The Company will allow Customers the choice of intraLATA and interLATA interexchange carriers.

2.8 Restoration of Service

If service is disconnected for nonpayment, service will be reestablished only upon receipt of payment of all charges due, which include charges for service and facilities during the period of disconnection and which may include a service restoration fee. If the Customer has a history of payments returned for insufficient funds, the Company may require payment by cash, money order, personal check or certified check. If payment is made by personal check, restoration will be effected upon clearance of the check. When a Customer's service has been disconnected in accordance with this Tariff and the service has been terminated through the completion of the Company's service order, service will be reestablished only upon a basis of an application for new service.

During the period of disconnection, Customer's telephone number will not be reassigned. Once service has been terminated, the telephone number may be reassigned to another Customer.

2.9 Taxes and Surcharges

2.9.1 Customer will be billed and is responsible for payment of applicable E911, Telecommunications Relay Service (TRS), universal service fund charges, local number portability charge, end user common line charges, primary interexchange carrier charges, and all federal, state and local taxes, fees, assessments and surcharges assessed in conjunction with service used. In addition to any of the foregoing charges paid directly by the Company, the Company will also pass through to the Customer an amount equal to the government fees, taxes, and surcharges that the Company pays through Bell South Telephone Company.

TRS and TDD charges	\$0.10, per access line per month	(I)
Lifeline Charge	\$0.05, per access line per month	

2.9.2 All taxes, surcharges and assessments (i.e., sales tax, municipal utilities tax, franchise fee, E911, TRS) will be listed as separate line items and are not included in the quoted rates.

2.10 Start of Billing

For billing purposes, the start of service is the day of acceptance by the Customer of the Company's service or equipment.

OFFICE OF THE COMMISSIONER
OF KENTUCKY
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BY Charles L. Scott
EXECUTIVE DIRECTOR

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Birch Telecom of the South, Inc.
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2. RULES AND REGULATIONS (continued)

2.11 Service Connection and Facilities on Customer's Premises

The Company shall furnish and maintain all facilities including protective apparatus, to provide telecommunications service except as may be otherwise specified in this Tariff. All facilities shall conform to the established construction standards of the Company.

Except as otherwise specified in this Tariff, all equipment furnished by the Company in connection with a Customer's service shall be carefully used and only duly authorized employees of the Company or its contractors or agents shall be allowed to connect, disconnect, change or alter in any manner any or all such facilities.

Customer will be held responsible for loss of or damage to any facilities furnished by the Company unless such loss or damage is due to causes beyond the Customer's control.

At the termination of service the Company may remove any and all of its property located at the Customer Premises, as provided for in this Tariff.

No equipment apparatus, circuit or device not furnished by the Company shall be attached to or connected with the facilities furnished by the Company, whether physically, by induction or otherwise, except as provided in this Tariff. In case any such unauthorized attachment or connection is made, the Company shall have the right to remove or disconnect the same; or suspend the service during the continuance of said attachment or connection; or to terminate the service.

2.12 Telephone Number Intercept

Whenever a Customer's telephone number is changed after a directory is published, the Company will intercept all calls to the former number for 30 days and give the calling party the new number, provided existing central office equipment will permit and the Customer so desires.

2.13 Disputes

In the event of a dispute between a customer and the Company regarding any bill for telephone service, the Company shall make an investigation as required by the particular case, and report the results to the customer. In the event the dispute is not resolved, the Company shall inform the customer of the complaint procedures of the Commission.

Notwithstanding any other section of the Company's tariffs, the customer's service shall not be subject to discontinuance for nonpayment of that portion of a bill under dispute pending the completion of the determination of the dispute, but in no event to exceed 60 days. The customer is obligated to pay any billings not disputed.

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3. SERVICE AREAS

3.1 Service Areas Defined

<u>KYFRKC</u>	<u>KYLSVC</u>	<u>KYLSV1</u>	<u>KYOTHLO1</u>	<u>KYOTH1</u>	(N)
Frankfort	Louisville	LaGrange West Point	Danville Georgetown Henderson Maysville Mayfield Middlesboro Oak Grove Owensboro Richmond Shelbyville Winchester Woodburn	Bowling Green Hopkinsville Madisonville Shelbyville	

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SECTION 010BY 
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David E. Scott, President
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2020 Baltimore Avenue
Kansas City, MO 64108

3. SERVICE AREAS (continued)

3.1 Service Area Defined (continued)

(F)

KYOTHLO2

(C),(N)

Allen	Fedscreek	Maceo	Rose Terrace
Beaver Dam	Franklin	Mackville	Russellville
Benton	Freeburn	Marion	Sacramento
Bremen	Fulton	Martin	Sebree
Burgin	Gilbertsville	McCarr	Simpsonville
Cadiz	Greenville	McDowell	South Williamson
Campbellsburg	Guthrie	Mooresville	Springfield
Carrollton	Habit	Morganfield	Stamping Ground
Cayce	Hanson	Morgantown	Stanford
Central City	Harlan	Mortons Gap	Stanton
Clay	Harrodsburg	Mount Sterling	Stone
Clinton	Hartford	Murray	Sturgis
Cloverport	Hickman	Neon	Sulphur
Corbin	Inez	New Haven	Symsonia Virgie
Cornishville	Island	North Middletown	Wallins Creek
Cynthiana	Jellico	Nortonville	Water Valley
Dawson Springs	Junction City	Paducah	Wayland
Drakesboro	Lawrenceburg	Paintsville	Whitesburg
Earlington	Lebanon Junction	Paris	Whitesville
Eddyville	Little Rock	Pineville	Williamsburg
Elkhorn City	Livermore	Pleasant Ridge	
Elkton	Louisa	Prestonsburg	
Ensor		Princeton	
		Providence	

(C),(N)

3. SERVICE AREAS (continued)

3.2 Service Area by Rate Group

<u>A</u>	<u>B</u>	<u>C</u>	
KYFRKC	KYOTHLO1	KYOTHLO2	
KYLSVC	KYOTH1		(N)
KYLSV1			

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4. SERVICES

4.1 Exchange Access Lines - Reserved for Future Use

(T)

(D)

(D)

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4. SERVICES (continued)

4.1 Exchange Access Lines(continued) Reserved for Future Use

(T)

(D)

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(D)

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4. SERVICES (continued)

4.1 Exchange Access Lines (continued) Reserved for Future Use

(T)

(D)

(D)

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4. SERVICES (continued)

4.2 General Exchange Services (continued)

4.1 Hunting Line Services

A. Rates and Charges

	<u>Monthly (1)</u>	<u>12 Month (1)</u>	<u>24 Month (1)</u>	
<u>Business Line and Trunk (2)</u>				
Series Completion Hunting, per access line				
Rate Group A(3)	\$4.00	\$0.00	\$0.00	(T)
Rate Group A	\$2.00	\$0.00	\$0.00	(N)
Rate Group B	\$9.00	\$0.00	\$0.00	
Rate Group C	\$10.00	\$0.00	\$0.00	
	<u>Non recurring Charge</u>			
Per order, installation or change	\$10.00			

(1) Rates apply per line equipped with Series Completion Hunting.

(2) Birch trunk service is not currently available in Kentucky.

(3) As of October 1, 2003, this charge will only be applied to existing customers.

Issue Date: September 29, 2003

David E. Scott, President
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2020 Baltimore Avenue
Kansas City, MO 64108

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4. SERVICES (continued)

4.2 General Exchange Services – Reserved for Future Use

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(D)

(D)

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OF KENTUCKY
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2020 Baltimore Avenue
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4. SERVICES (continued)

4.2 General Exchange Services (continued)

(T)

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PURSUANT TO 807 KAR 5.011,
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David E. Scott, President
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4. SERVICES (continued)

4.2 General Exchange Services (continued)

4.2.1 Birch Basic Business Line and Trunk

A. Birch Basic Business Line and Trunk is available within the Rate Group as defined in Section 3 of this Tariff.

B. Charges

Monthly Charges	One Flat Rate <u>1-Party Line</u>	One Flat <u>Rate Trunk</u>	
Rate Group A (4)	\$32.00	(1)	(T)
Rate Group A – 24-Month Term Commitment (4)	25.00	(1)	(T)
Rate Group A	\$27.00	(1)	(N)
Rate Group A – 24-Month Term Commitment	23.50	(1)	(N)
Rate Group B	33.00	(1)	
Rate Group B – 24-Month Term Commitment	30.00	(1)	
Rate Group C	36.00	(1)	
Rate Group C – 24-Month Term Commitment	30.00	(1)	
Non-Recurring Charges			
	<u>Business</u>		
Custom work order	(3)		
Establish dual service – Basic Line	\$30.00		
Expedited service charge	\$25.00		
Feature add/change	\$10.00		
Hunting add/change	\$10.00		
Invoice change	\$10.00		
Move, per line or trunk	\$50.00		
Installation of new line or trunk (2)	\$70.00		
Transfer of service	\$10.00		
Service change, all other, per line	\$10.00		
Telephone number change	\$25.00		
Telephone number search, 1 st 20 set free	\$15.00		

(1) Birch trunk service is not currently available in Kentucky.

(2) Installation charges on account will be waived when service is converted from Customer's current local exchange carrier to Birch. The charge will apply for new Birch trunks added at the time service is converted, and thereafter, for new Birch trunks ordered without converting existing local exchange carrier service, for new service and a move of service..

(3) Custom work is that of a non-routine nature, involving construction, removal, repair, rearrangement or other activities, required to establish and /or maintain local service required of the Company by the Customer. Customer must agree to the charges provided by the Company prior to the work beginning.

(3) As of October 1, 2003, this charge will only be applied to existing customers.

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David E. Scott, President
Birch Telecom of the South, Inc.
2020 Baltimore Avenue
Kansas City, MO 64108

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4.SERVICES (continued)

4.2 General Exchange Services (continued)

4.2.1. Birch Basic Business Line and Trunk

B. Feature List

Any of the following calling features may be added to the Birch Basic Business Line.
The following rates apply only when these calling features are added to the Birch Basic Business Line.

<u>Birch Basic Feature List</u>	<u>Monthly Rate</u>	
Anonymous Call Reject	\$4.00	
Auto Recall	\$4.00	
Call Blocker	\$4.00	
Call Forwarding-Variable	\$4.00	
Call Forwarding-Busy Don't Answer	\$6.50	
Caller ID Name & Number (2)	\$8.00	
Caller ID on Call Waiting (2)	\$12.00	
Caller ID with Options	\$13.00	
Call Return	\$4.00	
Call Transfer Discount	\$4.00	
Call Waiting (1)	\$4.00	
Distinctive Ring 2nd	\$7.00	
Distinctive Ring 3rd	\$1.00	
Priority Call	\$4.00	
Remote Access to Call Forwarding	\$6.00	
Selective Call Forwarding	\$4.00	
Simultaneous Call Forwarding (3), (4)	\$5.00	
Speed Calling 30	\$4.00	
Three Way Calling	\$4.00	(D)
		(D)
	<u>Non-Recurring Charge</u>	
Per Order, Installation or Charge	\$10.00	

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David E. Scott, President
Birch Telecom of the South, Inc.
2020 Baltimore Avenue
Kansas City, MO 64108

4. SERVICES (continued)

4.2 General Exchange Services (continued)

4.2.2 Birch Basic Business Line (continued)

Footnotes—Business Rates & Charges—Calling Features

(T)

(1) This rate is inclusive of the Cancel Call Waiting option where available.

(2) Caller ID with Name and Number—Caller ID with Name and Number (Caller ID) enables the terminating Customer to identify the calling party by displayed name and/or number before the call is answered. Caller ID Customers must provide and connect their own compatible CPE.

Line blocking for the delivery of the calling name and/or number is available upon request, at no charge, to the following entities and their employees/volunteers, for lines over which the official business of the agency is conducted including those at the residences of employees/volunteers, where an executive officer of the agency registers with the Company a need for blocking; (a) private, nonprofit, tax-exempt, domestic violence intervention agencies and (b) federal, state and local law enforcement agencies.

The Company shall not be liable for any claims for damages caused or claimed to have been caused, directly or indirectly, by the transmission to a Caller ID customer of a name or telephone number which the calling party or the Caller ID customer finds erroneous, offensive, embarrassing, or misleading for any reason, including but not limited to the way in which the calling party's name has been abbreviated.

Telephone calling party name and/or number (CPN) information transmitted via Caller ID is intended solely for the use of the Caller ID subscriber. Resale of this information is prohibited by this Tariff. CPN will not be displayed if the called party is off-hook or if the called party answers during the first ring interval. CPN will be displayed for calls made from another central office only if it is linked by appropriate facilities. Caller ID is not available on operator-handled calls.

(3) One Call Forwarding feature is applicable per line/trunk arranged.

(4) One Simultaneous Call Forwarding feature and one Call Forwarding feature are applicable per line/trunk (non-hunting) used to establish connection.

4. SERVICES (continued)

4.2 General Exchange Services (continued)

4.2.2 Birch Basic Business Line (continued)

C. Activation Charges

(N)

The following features are available on a per-activation basis at the rates indicated below. The charges are per event up to eight (8) in a month. After 8th charge, there is no charge per event in a month

<u>Feature</u>	<u>All Rate Groups</u>
Auto Redial	\$.50
Call Return	.50
Three-Way Calling	.50

(N)

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David E. Scott, President
Birch Telecom of the South, Inc.
2020 Baltimore Avenue
Kansas City, MO 64108BY Charles L. Scott
EXECUTIVE DIRECTOR
September 18, 2003

4. SERVICES (continued)

4.2 General Exchange Services (continued)

4.2.3 Birch 3 Feature Value Package

Birch 3 Feature Value Package is available within the Exchange Area as defined in Section 3 of this Tariff.

	<u>Monthly Rate</u>	<u>Non recurring Charge</u>	(T)
Any three features from the Birch 3 Feature Value Package Feature List below.	\$7.00	\$10.00	

Any of the following calling features may be added to the Birch 3 Feature Value Package. The following rates apply only when these calling features are added to the Birch 3 Feature Value Package. To add calling features to any other service, please refer to Section 4.2.2 for applicable rates.

Birch 3 Feature Value Package Feature List

Anonymous Call Reject

Auto Redial

Call Blocker

Call Forwarding-Variable

Call Forwarding-Busy Don't Answer

Caller ID Name & Number

Call Return

Call Waiting

Priority Call

Remote Access to Call Forwarding

Selective Call Forwarding

Simultaneous Call Forwarding

Speed Calling 30

Three Way Calling

(1) Non recurring charge applies per Package Order or Change.

(T)

4. SERVICES (continued)

4.2 General Exchange Services (continued)

4.2.4 Birch 7 Feature Value Package

Birch 7 Feature Value Package is available within Exchange Area as defined in Section 3 of this Tariff.

	<u>Monthly Rate</u>	<u>Non recurring Charge</u>	(T)
Any seven features from the Birch 7 Feature Value Package Feature List	\$13.00	\$10.00	

Any of the following calling features may be added to Birch 7 Feature Value Package. The following rates apply only when these calling features are added to the Birch 7 Feature Value Package. To add calling features to any other service, please refer to Section 4.2.2 for applicable rates.

Birch 7 Feature Value Package Feature List

Anonymous Call Reject
Auto Redial
Call Blocker
Call Forwarding-Variable
Call Forwarding-Busy Don't Answer
Caller ID Name & Number
Caller ID on Call Waiting
Caller ID with Options
Call Return
Call Transfer Disconnect
Call Waiting
Distinctive Ring 2nd and 3rd
Priority Call
Remote Access to Call Forwarding
Selective Call Forwarding
Simultaneous Call Forwarding
Speed Calling 30
Three Way Calling

(1) Non recurring charge applies per Package Order or Change.

(T)

(M) Installation charge moved to 2nd Revised Page 70.

4. SERVICES (continued)

4.2 General Exchange Services (continued)4.2.5 Birchual Office Service

Birchual Office Service is a service whereby calls placed to a business customer's telephone number (the Birchual Office number) in one exchange are automatically forwarded to a telephone number (the terminating number) in another exchange. The Birchual Office number does not involve telephone equipment, a physical location, or manual input to initiate the forwarding of calls to the terminating number. When a Birchual Office number is called, it is intercepted at the local central office and automatically routed to whatever terminating number the customer designates. The forwarded calls can be local or toll, depending on the type of service to which the customer subscribes. The Birchual Office customer is responsible for any local usage or toll charges incurred between the customer's Birchual Office number and the terminating number.

The Birchual Office number includes one path, which allows for one call to be forwarded at a time. Additional paths can be ordered to allow additional calls to be forwarded simultaneously.

Birchual Office Service is available to Birch business customers only.

Birchual Office Service is available in the following packages:

- Local Birchual Office Service
- Long Distance Birchual Office Service

A. Local Birchual Office Service

- The Birchual Office number and the terminating number are within the same local calling area.
- Unlimited local calling will be allowed between the Birchual Office number and the terminating number.

	<u>Monthly Rate</u>	<u>Service Charge (1)</u>
Local Birchual Office, with one path	\$15.50	\$15.00
Additional Local Path	15.50	15.00

See Sheet No. 75.2 for footnotes.

4. SERVICES (continued)

4.2 General Exchange Services (continued)4.2.5 Birchual Office Service (continued)

B. Long Distance Birchual Office Service (2)(3)

- The Birchual Office number and the terminating number are not within the same local calling area and the Birchual Office number forwards to the terminating number outside of the local calling area.
- Applicable toll charges will be incurred.

	<u>Monthly Rate</u>	<u>Service Charge (1)</u>
Long Distance Birchual Office, with one path	\$15.50	\$15.00
Additional Long Distance Path	15.50	15.00

C. Regulations

1. A Birchual Office number cannot terminate on a public or semi-public service (coin telephone).
2. Birchual Office Service does not provide caller identification of the originating number to the terminating number.
3. A Birchual Office number is not suitable for data transmission.
4. The Birchual Office path is not released when the call is forwarded.
5. Birchual Office Service is subject to the availability of facilities.
6. Birchual Office Service cannot be suspended (vacation service).
7. Calls will only be allowed to be forwarded to a business line.
8. Collect and third-party calls will be billed to the Birchual Office number.
9. Custom calling features are not available on a Birchual Office number.
10. The Birchual Office number cannot terminate to another such number, whether a Birchual Office number or the same such service of another service provider.
11. Call Forward Variable should not be offered on the terminating line. Customers are allowed to have Call Forward Busy/No Answer on the terminating number for voice mail purposes.
12. Birchual Office can terminate to a distinctive ring number. The distinctive ring number must be different than the Birchual Office number.
13. Birchual Office may only be used for the communications of a single end use. It (N) may not be used to aggregate the long distance communications of multiple end users for resale or to provision communications services for others. (N)

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See Sheet No. 75.2 for footnotes.

SUBMITTED TO SECRETARY
SEP 18 2003
BY: *[Signature]*
EXECUTIVE DIRECTOR

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David E. Scott, President
Birch Telecom of the South, Inc.
2020 Baltimore Avenue
Kansas City, MO 64108

4. SERVICES (continued)

4.2 General Exchange Services (continued)4.2.5 Birchual Office Service (continued)

D. Directory Listing

One listing in the directory covering the exchange in which the *Birchual* Office number is located is provided without additional charge. Additional listings and other Directory Listing products may be purchased for the *Birchual* Office number.

- (1) The Service Charge applies to an order for new *Birchual* Office Service, to change the *Birchual* Office number, to change the number to which the number is forwarded, and to add additional paths, whether ordered at the time of conversion of service or on a subsequent order. Only one Service Charge will apply per request, regardless of the number of additions or changes made by the request. The Service Charge will not apply to convert the service and its existing path(s) to Birch or on outside moves of customer's other service if there is no *Birchual* Office number or terminating number change.
- (2) The customer may select Birch long distance service, or another long distance carrier from the Birch-approved long distance carrier list, to carry the traffic from the *Birchual* Office number to the terminating number. When Birch is selected as customer's long distance carrier for service other than its *Birchual* Office Service, as well as for its *Birchual* Office Service, the *Birchual* Office number long distance usage will be invoiced at the customer's plan rate, as applicable, and any usage will contribute to the customer's volume commitment, if any. When Birch is selected as the customer's long distance carrier for its *Birchual* Office Service only, the default Birch long distance rate, as set forth in the Company's Interexchange Tariff, KY P.S.C. No. 2, in Section 5.4.1, will apply to any long distance usage billed.
- (3) All Rules and Regulations found in the Company's Interexchange Tariff, KY P.S.C. No. 2, will apply to long distance services.

4. SERVICES (continued)

4.2 General Exchange Services (continued)4.2.6 Birch Price Protection Plan

- (T)
(N)
- A. Birch offers optional discounts for Customers that agree to a term commitment of 24 months. Customer is eligible for Price Protection Plan ("PPP") term pricing only where Customer has a minimum of three Birch Basic Business Lines and/or Trunks within an account. The 24-month commitment also qualifies Customers for an Interexchange Service discount and a separate 12-month discount is also available for Interexchange Services as provided in Birch's KY P.S.C. Tariff No. 2.
 - B. Customers subscribing to the PPP must commit to a written term service agreement in a form designated by Birch, which shall include, without limitation, Customer's term selection.
 - C. The term will commence on the billing date for the first new line or the first billing date after Customer executes a term service agreement if the service is currently being provided to Customer.
 - D. All rules, regulations, fees, charges, taxes and surcharges normally applicable to Birch Basic Business Line and Trunk services shall apply. Any charges in any proposal or quotation are exclusive of taxes and surcharges. Term pricing may not be combined with any other offer.
 - E. If monthly term rates as specified in Section 4.2.1 decrease during the term period, Customer may elect to obtain the new rates by executing a new term service agreement with the new rates, with a new term commencement date, and an agreement to the same or greater commitment term period.
 - F. For Customers who establish a term service agreement, monthly Birch Basic Business and Trunks rates will not change as a result of a Birch-initiated increase; however, if a Local Exchange Rate Group Reclassification occurs, as set forth in this Tariff, an adjustment for the remaining term of the term service agreement will be made.
 - G. If Customer disconnects Services or otherwise terminates its term service agreement prior to the end of the current term for any reason except for a failure by Birch to meet the terms of the Term Customer Service Level Objectives specified below, Customer agrees on the next monthly invoice to pay a termination charge as liquidated damages and not as a penalty, equal to the greater of:
 - 1. \$50.00 per terminated line, or
 - 2. \$10.00 per terminated line multiplied by the number of months remaining in the current term.
 - H. Customer may add or terminate new voice lines without termination liability, provided that Customer maintains service to its primary billed telephone number for the remainder of the term commitment and remits payment for any applicable charges, surcharges and fees.
- (N)

4. SERVICES (continued)

4.2 General Exchange Services (continued)4.2.6 Birch Price Protection Plan (continued)

(N)(F)

(N)

- I. The following Service Level Objectives apply to the PPP only, and are subject to all other provisions of this Tariff, including specifically but without limitation, any and all limitations of liability. Birch will use commercially reasonable efforts to provide Services in accordance with the following Service Level Objectives:
1. Complete loss of Service caused solely by a Birch network problem will be remedied within 8 business hours from Customer notification to Birch Network Maintenance ("BNM").
 2. Partial loss of Service caused solely by a Birch network problem will be remedied within 12 business hours from notification to BNM.
 3. Noise or static caused solely by a Birch network problem will be remedied within 16 business hours from notification to BNM.
- J. As Customer's sole remedy for any failure to meet any of the above Service Level Objectives, unless such Service Level Objective is caused by an event outside the reasonable control of Birch, any event of force majeure, or any failure resulting from facilities, inside wiring or equipment of Customer or third parties, Customer may terminate its term commitment obligation without incurring termination liability. If Customer continues to use Birch service following any such notice of termination, Customer may continue to receive term pricing and pricing update notices.
- K. A Service Level Objective failure shall be deemed to commence upon the opening of a trouble ticket with BNM, as requested by Customer, and shall be deemed to terminate upon the clearing of the same trouble ticket. No failure shall be deemed to have occurred unless Customer has provided reasonable assistance in an effort to diagnose the reported problem. Reasonable assistance includes, but is not limited to, requesting the opening of a trouble ticket from BNM promptly, providing Birch access to Customer's premises, if necessary, and assisting Birch with problem identification and resolution.
- L. Customer shall be responsible at all times for the proper installation, operation and maintenance of any Customer-provided equipment used in connection with the Services. In addition, Customer shall ensure that all such equipment is technically and operationally compatible with the Services and in compliance with applicable laws and regulations.
- M. If Customer relocates to another location in a Birch market where the same Services are available, Customer may transfer Services to the new location if the new Services equal or exceed the number of lines at the old location, upon payment of installation charges for the new location, if applicable; however, rates may vary by location, and Customer's rates may increase.

(N)

4. SERVICES (continued)

4.2 General Exchange Services (continued)

4.2.6 Birch Price Protection Plan (continued)

- N. Services are for Customer's use only and may not be resold, and the term service agreement may not be transferred or assigned, by operation of law or otherwise, without Birch's prior written approval. Any attempted assignment or transfer without Birch's prior written approval shall be void.
- O. In the event a governmental agency determines the term service agreement violates any law, rule or regulation, Birch shall have the option of terminating the term service agreement without further obligation to Customer or revising such agreement to comply with such law, rule or regulation.

(N)

(N)

4. SERVICES (continued)

4.2 General Exchange Services (continued)

4.2.7 Reserved for Future Use

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PURSUANT TO 807 KAR 5.011,
SECTION 9 (1)

BY: Stephen O. Bell
SECRETARY OF THE COMMISSION

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David E. Scott, President
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4. SERVICES (continued)

4.3 Toll Services

This tariff section applies to Long Distance Message Telecommunications Service furnished or made available by the Company over service components located wholly within or partly within the Local Access and Transport Areas (LATAs) of the Commonwealth of Kentucky between two or more points within LATAs of the Commonwealth of Kentucky and where the respective rate centers of such points are also located in said Commonwealth.

Service is furnished subject to the availability of the service components required. The Company will determine which of those components shall be used and made modifications to those components at its option.

4.3.1 Two-Point Service

A. Operator Service Charges

<u>Description</u>	<u>Rate</u>	
<u>Station-to-Station Service</u>		
<u>Collect</u>		(D)
Non-Automated	\$3.05	
Semi-Automated	2.75	
Fully Automated	2.25	
<u>Billed to a Third Number</u>		
Non-Automated	\$3.05	
Semi-Automated	2.75	
Fully Automated	2.25	
<u>Sent-Paid</u>		
Non-Automated	\$3.05	
Semi-Automated	2.75	
<u>Person-to-Person Service</u>		
Non-Automated	\$5.70	
Semi-Automated	5.40	
<u>Other Services</u>		
Line Status Verification	\$1.04	
Busy Interrupt	1.54	

4. SERVICES (continued)

4.4 Directory Services

4.4.1 Directory Listings

Listings are regularly provided in connection with all classes of Exchange Service, unless the customer subscribes to Non-published or Non-listed Service. The contract period for directory listings where the listing is printed in the directory is the directory period. Where the listing has not been printed in the directory, the period is one month.

In the absence of gross negligence or willful misconduct, no liability for damages arising from publishing a non-published or non-listed telephone number in the directory or disclosing said number to any person shall attach to the Company. Where such a number is published in the directory, the Company's liability shall be limited to and satisfied by a refund of any monthly charges which the Company may have made for such listing. The subscriber indemnifies and save the Company harmless against any and all claims for damages caused or claimed to have been caused, directly or indirectly, by the publication of a non-listing or non-published listing.

1. Additional Main Listing

	<u>Monthly Rate</u>	<u>Service Charge</u>
Business	No Charge	\$20.00
Residential	No Charge	\$10.00

2. Additional Extra Listing – 800 number

	<u>Monthly Rate</u>	<u>Service Charge</u>
Business	\$1.80	\$20.00

3. Alternate Listings

	<u>Monthly Rate</u>	<u>Service Charge</u>	
Business alternate listings, each	\$1.80	\$20.00	(E)

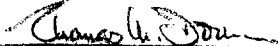
4. Dual Name Listings

	<u>Monthly Rate</u>	<u>Service Charge</u>	
Dual Name Listing – Business	--	\$20.00	(E)

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4. SERVICES (continued)

4.4 Directory Services (continued)

4.4.1 Directory Listings (continued)

5. Caption Listing (N)

	<u>Monthly Rate</u>	<u>Service Charge</u>
Business	No Charge	\$20.00

6. Cross Reference Listing

	<u>Monthly Rate</u>	<u>Service Charge</u>	
Business	\$1.80	\$20.00	(N)

7. Extra Lines

The regular extra listing rate applicable in the exchange in which the listing appears applies to each extra line listing.

8. Foreign Listings

The regular extra listing rate applicable in the exchange in which the listing appears applies to each Foreign Listing.

Where the Foreign Listing appears in a state of other than Kentucky, the applicable rate will be that tariffed by the Company in that state, or where the Company does not provide service, the applicable rate will be that tariffed by the incumbent local exchange carrier in the exchange in which the listing appears.

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(M) Alternate Listings moved to 1st Revised Sheet No. 79.

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4. SERVICES (continued)

(N)

4.4 Directory Services (continued)

4.4.1 Directory Listings (continued)

9. Foreign Alternate Listing

	<u>Monthly Rate</u>	<u>Service Charge</u>
Business	\$1.80	\$20.00

10. Foreign Cross Reference Listing

	<u>Monthly Rate</u>	<u>Service Charge</u>
Business	\$1.80	\$20.00

11. Foreign Listing Free

	<u>Monthly Rate</u>	<u>Service Charge</u>
Business	No Charge	\$20.00

12. Foreign Special Text Listing

	<u>Monthly Rate</u>	<u>Service Charge</u>
Business	\$1.80	\$20.00

13. Free Additional Listing

	<u>Monthly Rate</u>	<u>Service Charge</u>
Business	No Charge	\$20.00

(N)

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4. SERVICES (continued)

4.4 Directory Services (continued)

4.4.1 Directory Listings (continued)

14. Optional Calling Plan Listing

	<u>Monthly Rate</u>	<u>Service Charge</u>
Business	\$5.40	\$20.00

15. Regular Extra Listings

	<u>Monthly Rate</u>	<u>Service Charge</u>	
Business extra listings, each	\$1.80	\$20.00	(E)

16. Special Text

	<u>Monthly Rate</u>	<u>Service Charge</u>
Business	\$1.80	\$20.00

17. Stylist Listing

	<u>Monthly Rate</u>	<u>Service Charge</u>
Business	\$3.50	\$20.00

18. Telephone Answering Service Listing

	<u>Monthly Rate</u>	<u>Service Charge</u>
Business	\$1.80	\$20.00

19. Titles and Suffixes

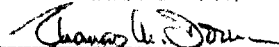
One title is allowed at no charge. Those in excess of one will be provided at the following rate:

	<u>Monthly Rate</u>	<u>Service Charge</u>
Business	\$1.80	\$20.00

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4. SERVICES (continued)

4.4 Directory Services (continued)

4.4.2 Directory Assistance Service

A. Rates

1. Where the customer places a sent-paid direct dialed call to Directory Assistance, the charge for each call (maximum of two numbers requested) is \$1.25. (I)
2. Where the customer places a call to the Directory Assistance attendant via an operator or has Directory Assistance Service Charges are billed to a third number; or a special billing number, the charge for each call (maximum of two requests per call) is \$1.25. (I)

4.4.3 Directory Assistance Call Completion

1. Rates

Directory Assistance Call Completion	Rate	
<u>Fully-Automated DACC</u>		
- Sent-Paid Non-Coin	\$.15	(R)
- Collect	\$.15	(R)
- Bill to Third Number	\$.15	(R)
<u>Semi-Automated DACC</u>		
- Sent-Paid	\$.15	(R)
- Collect	\$.15	(R)
- Bill to Third Number	\$.15	(R)
<u>Person-to-Person</u>	Not available	(T)(R)

4. SERVICES (continued)

4.4 Directory Services (continued)

4.5.4 National Directory Assistance (T)

A. Service Description

National Directory Assistance (NDA) is a service whereby customers may request listing information for areas outside their LATA or home NPA. Requests for listings that are intraLATA or within the customers home NPA are billed under the current Directory Assistance plan as described in Section 4.6 of the Local Exchange Tariff. (T)

Callers access NDA by dialing 1+411 or 0+411. Only calls made for listings outside the customers' local directory assistance scope as defined above will be eligible for NDA. (T)

B. Regulations

The regulations and rates set forth below apply to all calls from customers who request assistance in determining telephone number information of national subscribers as defined in 4.5.4 A. above. (T)

The customer will be charged for each listing request made during the call. The NDA (T) rate applies per listing request whether or not a number is provided including requests for numbers which are non-published, non-listed or not found. There are no allowances associated with NDA. (T)

There are no exemptions from billing for requests for NDA. (T)

C. Rates

Charge Per Listing Request

Sent Paid Request	\$1.25	(I)
Alternately Billed Requests	1.25	(I)

4. SERVICES (continued)

4.5 Miscellaneous Services

4.5.1 Toll Restriction

A. Rates and Charges


The following rates and charges apply in addition to the established rates and charges for the services with which this feature is associated.

	<u>Monthly Rates</u>	<u>Non-Recurring Charge</u>	
Toll Restriction, per Business line equipped	\$5.00	\$10.00	(R)

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4. SERVICES (continued)

4.5 Miscellaneous Services

4.5.2 Reserved for Future Use

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4. SERVICES (continued)

4.5 Miscellaneous Services (continued)

4.5.4 Reserved for Future Use

4.5.5 Restoration of Suspended Service

- A. The following Service and Equipment Charge will apply, per line, for restoring service (T) after its temporary suspension by the Company, as covered in the Rules and Regulations of this Tariff.

Business

Service and Equipment Charge \$20.00

In addition to the Service and Equipment Charge, the customer will be required to pay all charges due, including the charges for the period of denial.

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4. SERVICES (continued)

4.5 Miscellaneous Services (continued)

4.5.6 Intercept Referral Service (F)

A. Rates and Charges

1. The charges shown are nonrecurring. No other charges apply except for those charges listed in this section.

<u>Service</u>	If the period of service requested by the customer is:		
	<u>Up to</u> <u>90 Days</u>	<u>91 – 180</u> <u>Days</u>	<u>181 – 365</u> <u>Days</u>
(a) Simple Business Customers			
I. Special Intercept Referral Service			
(i) Location Intercept Referral Service	\$48.00	\$96.00	\$144.00
(ii) Multiple Intercept Referral Service			
(1) Fully-Automated	\$66.00	\$132.00	\$198.00
(2) Operator-Handled	108.00	216.00	324.00
(iii) Name Intercept	48.00	96.00	144.00

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4. SERVICES (continued)

4.5 Miscellaneous Services (continued) – Reserved for Future Use

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4. SERVICES (continued)

4.6 Reserved for Future Use

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4. SERVICES (continued)

4.7 Promotions

From time to time, the Company may engage in promotional offerings or trials designed to attract new Customers, to stimulate usage, to test potential new services, and/or to increase existing Customer awareness of the Company's services. In connection with those promotional offerings or trials, the Company may offer special rate incentives and waive in full or in part Installation/Move Charges and service and equipment charges. These offerings may be limited to certain services, dates, times of day and/or locations determined by the Company.

The Company shall notify the Director of the Public Utility Division (PUD) by letter specifying the service(s) offered, terms and conditions of the promotion, location and dates of each promotional period, which notice shall be provided in accordance with applicable Commission rules.

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